

11.3.31.7.1
Contract No. 62- C

use S.F. d.d. Property
after sale

THIS AGREEMENT made and entered into this 7th day of May, 1953,
by and between THE PORT OF PORTLAND, a municipal corporation of the State
of Oregon, hereinafter called the Port, and Harold F. Scritsmier, herein-
after called the Buyer,

WITNESSETH: That, Whereas, the Port has conveyed to the Buyer
certain lands in Section 12, Township 1 North, Range 1 West of Willamette
Meridian, Multnomah County, Oregon, being lands formerly used as the site
of a dry dock plant, owned and operated by the Port, and

WHEREAS, it was understood and agreed by the parties hereto,
and a part of the consideration for the conveyance of said lands, that the
Port would have the right to continue to operate it's floating dry dock
now installed within said premises, and also the auxiliaries necessary for
such operation, and the Port will remove certain personal property from
said premises subsequent to the date of conveyance,

Now, Therefore, in consideration of the said conveyance of title
in the real property and in pursuance of the understanding mutually
arrived at between parties hereto, it is agreed as follows:

1. The Port shall have the right without hindrance or restriction
from the Buyer to continue to operate it's floating dry dock, the adjoining
wharfs, power lines, water mains, air lines, rail lines, cranes, air
compressors, tool room and all electrical installations pertinent to the
foregoing from the date of conveyance until and including June 10, 1953,
or until such earlier date as the Port may discontinue such operation and
notify the Buyer of the termination of the right set forth in this paragraph.



2. The Port shall hold the Buyer harmless from all claims for damage to persons or property and from liens against the property where such claim arises from an act of the Port or its agents or employees occurring subsequent to the conveyance of the real property to the Buyer.

3. The Port will continue to police the entrance to the property and maintain its normal guard service during all of the time it operates the dry dock facilities upon said property.

4. The Port has retained ownership of, and shall have the right (to be exercised by it within thirty days after it shall have ceased to operate said dry dock facilities upon the property) of removing therefrom certain items of equipment, supplies and/or personal property which have heretofore been viewed by the Buyer and Mr. James Healy, representing the Port, and designated as items removable by the Port, said items being listed on the attached exhibit.

5. It is mutually recognized by the parties hereto that upon delivery of the Deed to the Buyer, the Buyer, as the owner of the property conveyed, shall have full right and authority to enter upon the premises and to conduct any and all operations thereon in his discretion, subject only to the rights and uses granted to the Port by the terms of this Agreement. In pursuance of the intent of this Agreement, and particularly of Paragraph 3 above, the Port shall be entitled to exclude from premises persons not authorized by the Port or by the Buyer, through their recognized representatives, to enter upon the premises. This latter provision shall, however, not be so construed as to place the Port in the position of insurer of any of the property of the Buyer and the Port's obligation hereunder to police the premises shall be limited to instructing agents and

employees to exercise due vigilance in respect to the property of the Buyer as they ordinarily do in the respect to the property of the Port.

IN WITNESS WHEREOF, the Port has caused this Agreement to be signed by its duly authorized officers and the Buyer has affixed his hand this _____ day of May, 1953.

THE PORT OF PORTLAND

By *W. H. Williams*
President

Attest:

By *J. J. Doyle*
Assistant Secretary
Harold F. Scribner
Harold F. Scribner

WITNESS:

Approved

[Signature]
General Manager

APPROVED AS TO FORM

Robert Wood
of Counsel for The Port of Portland

EXHIBIT

Material, supplies, tools and equipment to be removed from St. Johns Dry Dock property by the Port.

	<u>Item</u>	<u>Location</u>
2	Rudders, main. STR. PORTLAND	Warehouse
1	" " MODOC-	"
1 lot	Patterns, (OLACKAMAS pump)	"
1 lot	Timbers	Yard
1	Skiff	"
1	Steam Box (30" pipe)	"
1	" " Boiler	"
1 lot	Trestles (Dry Dock)	"
1 lot	Shore pipe bands	"
1	Bend slab	Blacksmith Shop
1	Anvil	"
1	Motor and Fan	"
1 lot	Blacksmith tools	"
1	Swedge Block	"
Misc.	Steel bars, pipe, etc.,	Iron Shed
"	" " " "	" Yard
"	Dry Dock equipment	Paint Shop
1	Weld. machine and cable	"
1 lot	Shore pipe slot frames	"
1 "	Store stock—material and supplies	Store room
1 "	Electrician tools and supplies	Electrical Shop
1 "	Carpenter tools	Carpenter tool room
1 "	Lumber, etc.,	North Sheds
1	Hose Cart	"
1	Hand Grab	"
1 lot	Fire brick, etc.,	South Sheds
1 lot	Store Dept. supplies and rope	"
1	250 H.P. AC Motor, together with controls and starting equipment (now driving air compressor)	"
1	300 K. W. DC Generator including switch board and belt	"
2	Electric cable carts	"
1	Weigh machine	Shop Building
1	Grinder arbor, bearings and base	"
5	Hand trucks	"
1	Bar shear	"
15	Cutter blades	"
Miscel.	Tools and equipment (except air compressor and motor)	Shop Tool Room
2	Rudder blades, STR. PORTLAND monkey	Shop building
3	Fire turret nozzles	Pier 1, 2 and 3.
	#1 Dry Dock complete including necessary electrical wiring, switch board, etc.,	
Misc.	Patterns and records (files and boxes	Pattern Building
"	Dry Dock tools and equipment	Dry Dock Tool Room

<u>Item</u>	<u>Location</u>
Miscellaneous paints and oils	Paint Storage Building
Miscellaneous Steel Plate	Shop Building
